
**AMENDMENT
TO THE
AGREEMENT FOR CLOSURE OF
GROUNDWATER MONITORING WELLS**

THIS AMENDMENT TO THE AGREEMENT FOR CLOSURE OF GROUNDWATER MONITORING WELLS (the "Closure Amendment") is made and entered into this 26 day of June, 1991 by and between Montrose Chemical Corporation of California ("Montrose") and McDonnell Douglas Corporation ("MDC").

**I.
INTRODUCTION**

On March 15, 1990 Montrose and MDC executed that certain Agreement for Access and Groundwater Monitoring ("Access Agreement") concerning access, installation, monitoring, and closure of groundwater monitoring wells located on MDC's premises. On March 15, 1990 Montrose and MDC also executed that certain Agreement for Closure of Groundwater Monitoring Wells ("Closure Agreement") concerning the closure of those wells identified in the Access Agreement.

Since that time, the United States Environmental Protection Agency (hereinafter "EPA") has directed Montrose to install two (2) additional groundwater monitoring wells in the vicinity of Montrose's former manufacturing facility previously located at 20201 S. Normandie Avenue, Torrance, California. This Closure Amendment is intended to establish a fund for the closure of those two (2) additional wells installed on MDC's property by the Access Amendment.

**II.
TERMS AND CONDITIONS**

1. Except as expressly set forth in this Closure Amendment, it is agreed that all the terms and conditions of the Closure Agreement shall remain in full force and effect.

2. Simultaneous with the execution of the Access Amendment, Montrose shall deliver to MDC a ninety (90) day, two-party, Twelve-Thousand Five-Hundred (\$12,500.00) Time Certificate of Deposit ("Closure Fund No. 2") naming Montrose as Depositor, with principal payable to MDC, to be held, administered and disposed of by MDC as provided herein and in the Closure Agreement.

a. The "Closure Fund No. 2" shall consist of a ninety (90) day, two-party, Time Certificate of Deposit, obtained through First Interstate Bank of California ("First

Interstate"). Upon maturity of the Time Certificate of Deposit, MDC shall disburse any amounts required pursuant to paragraphs 2.a through 2.d, paragraph 3, and paragraph 4 of the Closure Agreement, and MDC shall then immediately reinvest all remaining principal in a ninety (90) day, two-party, Time Certificate of Deposit, naming Montrose as Depositor, with principal payable to MDC.

b. The only purpose of the Closure Fund No. 2 is to provide a fund from which Montrose's obligation to close the two (2) groundwater monitoring wells installed on MDC's property pursuant to the Access Amendment and in accordance with Paragraph 4.f. of the Access Agreement may be completed should Montrose fail to close and abandon the aforementioned wells.

c. The Closure Fund No. 2 shall be held by MDC for the duration of the term of the Access Amendment and for such additional time as is required to close and abandon the two (2) groundwater monitoring wells pursuant to paragraph 4.f. of the Access Agreement.

3. All disbursements from the Closure Fund No. 2 shall be in accordance with the provisions of paragraph 2 of the Closure Agreement and this paragraph. The amounts remitted to Montrose, or its designated representative, at the closure of each well or wells shall be in direct proportion to the number of wells closed and abandoned relative to the total number of wells installed on MDC property, whether those wells were installed pursuant to the Access Agreement or the Access Amendment.

4. The funds that comprise the Closure Fund and Closure Fund No. 2 may be commingled and placed into a single ninety (90) day, two-party, Time Certificate of Deposit, obtained through First Interstate Bank of California for purposes of minimizing administrative activities only. All other obligations set forth in the Closure Agreement including, but not limited to distribution of income, fees and expenses, and inspection shall continue in full force and effect.

5. Paragraph 7 of the Closure Agreement, entitled "Notices." is modified by deleting the block address to "Daniel M. Greeno" and adding the following block address:

If to Montrose's	Frank C. Bachman
Representative:	General Manager
	Montrose Chemical Corporation
	830 Post Road East
	Westport, Connecticut 06880

All other representatives and addresses shall remain the same.

**AMENDMENT
TO THE
AGREEMENT FOR ACCESS AND
GROUNDWATER MONITORING**

THIS AMENDMENT TO THE AGREEMENT FOR ACCESS AND GROUNDWATER MONITORING ("Amendment") is made and entered between Montrose Chemical Corporation of California ("Montrose") and McDonnell Douglas Corporation ("MDC").

**I.
INTRODUCTION**

On March 15, 1990 Montrose and MDC executed that certain Agreement for Access and Groundwater Monitoring ("Access Agreement") concerning access, installation, monitoring, and closure of groundwater monitoring wells located on MDC's premises. Since that time, by letter dated October 11, 1990, the United States Environmental Protection Agency (hereinafter "EPA") has directed Montrose to install additional groundwater monitoring wells in the vicinity of Montrose's former manufacturing facility previously located at 20201 S. Normandie Avenue, Torrance, California.

Based upon EPA's direction, Montrose and EPA agreed that Montrose was to install two (2) additional groundwater monitoring wells on MDC's premises. This Amendment to the Access Agreement is intended to provide Montrose, and its subcontractors and contractors, access to that portion of MDC's premises for which installation, sampling, and closure of the two (2) additional groundwater monitoring wells is required.

**II.
TERMS AND CONDITIONS**

1. Except as expressly set forth in this Amendment, it is agreed that all the terms and conditions of the Access Agreement shall remain in full force and effect.
2. That portion of MDC's premises for which access for groundwater monitoring is required by this Amendment (hereafter the "Property") is as described in Exhibit 1 to this Amendment.
3. MDC grants to Montrose, and its contractors and subcontractors, at times satisfactory to MDC and consistent with this Agreement, such access to the Property as is reasonably required by the EPA Administrative Order on Consent (U.S. EPA Docket No. 85-04), effective October 28, 1985, amended October 23, 1987 and July 11, 1989, pursuant to Section 106(a) of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9606(a) (hereafter "Consent Order"), the EPA's order for additional

sampling as set forth in the letter from the EPA to Hargis + Associates, Inc. ("H+A") (October 11, 1990), and H+A's proposal for additional groundwater assessment (November 30, 1990).

4. The work to be performed under this Amendment will involve groundwater monitoring, limited to the following:

- a. Installation and sampling of two (2) monitoring wells;
- b. At this time four (4) groundwater monitoring wells are installed, MW-8, MW-9, MW-18, and MW-19. Under the terms of this Amendment, two (2) additional groundwater monitoring wells shall be constructed, BF-18 and G-10 (hereafter "BF-18 and G-10"). Monitor well BF-18 shall extend to an approximate depth of 135 feet below land surface ("bls") and be screened in the site-specific hydrogeologic unit referred to as the Bellflower sand between approximately 125 feet bls and 135 feet bls (Exhibit 2). Monitor well G-10 shall extend to an approximate depth of 190 feet bls and be screened in the Gage aquifer between approximately 150 feet bls and 190 feet bls (Exhibit 2). The above described locations, depths, and screening of BF-18 and G-10 may be modified upon concurrence by MDC's representative.

5. Montrose grants to MDC, its contractors and subcontractors, the right, but not the obligation, to access and sample the following groundwater monitoring wells:

- a. MW-8, MW-9, MW-18, MW-19, BF-18, and G-10; MDC shall have the right to access and sample the foregoing wells no more than once every three months during the term of the Access Agreement and this Amendment. MDC shall notify the Montrose Project Manager, as that individual is identified in paragraph 8 of this Amendment, two (2) weeks prior to MDC's sampling of any of the wells identified in this subparagraph. Montrose shall have the right to observe MDC's sampling and to take split samples in conjunction with any samples collected from these wells by MDC, its contractors, or subcontractors. MDC shall bear all its own costs associated with sampling of the wells referenced in this subparagraph, including, but not limited to, costs associated with the use of generators, bladder pumps, compressors and pump controllers, consultant fees, and all costs associated with the treatment, storage and/or disposal of purge water that results from MDC's sampling activities. Montrose shall bear all its own costs associated with observing MDC's sampling activities and with taking split samples.

- b. Twenty-six (26) so-called "key wells" approved by EPA for continued sampling; twenty-five (25) key wells identified in H+A's letter to Ms. Johanna Miller (EPA) dated October 26, 1990, a copy of said letter is attached as Exhibit 3 to this Amendment and incorporated herein by reference, and one (1) key well identified as groundwater monitoring well BF-7, added to the key well sampling schedule as agreed upon by EPA and H+A at their meeting of December 6, 1990; MDC shall have the right to accompany Montrose's consultant, H+A, during such times as Montrose and H+A conduct normally scheduled sampling of the key wells. Montrose shall notify the MDC Representative, as that individual is identified in the Access Agreement, two (2) weeks prior to Montrose's regularly scheduled sampling of key wells identified in this subparagraph. MDC shall have the right to take split samples in conjunction with any samples collected from these wells by Montrose, its contractors, or subcontractors. Notwithstanding any of the foregoing provisions of this subparagraph, MDC understands that

Montrose has previously entered into access agreements with other parties regarding the sampling of groundwater monitoring wells located on those parties' property; MDC acknowledges that its access to certain key well locations may be limited by the terms of those access agreements. Montrose shall use its best efforts to insure that MDC shall be given access to those key wells identified in Exhibit 3; however, Montrose shall not be construed to have breached its obligations to MDC under the terms of this Amendment if access to certain key wells is denied to MDC, its contractors or subcontractors pursuant to the terms of those access agreements. MDC shall bear all its own costs associated with observing and taking split samples during the regularly scheduled key well sampling round. Montrose shall bear all its own costs associated with its regularly scheduled key well sampling activities.

c. If at some future time within the term of the Access Agreement and this Access Amendment, MDC desires, at its own cost, to access and sample groundwater monitoring well MW-02, such access and the right to sample shall not be unreasonably withheld by Montrose.

6. MDC shall indemnify, save harmless and defend Montrose, its agents, successors and assigns, from and against any and all liabilities, claims, damages, losses, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees), which any of them may hereafter incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effect on the environment or natural resources, or any violation of any governmental laws, regulations, or order, arising out of or in connection with the sampling activities of MDC, its contractors and subcontractors, under paragraph five above, unless such death, bodily injury, property damage, or contamination arises from Montrose's sole negligence or willful misconduct.

7. This Amendment shall be effective upon execution by Montrose and MDC. The effective date of this Amendment shall be the date on which it is signed by MDC. MDC shall provide Montrose with immediate notification of MDC's execution of this Amendment. This Amendment shall terminate in accordance with the terms of, and coterminous with, the Access Agreement.

8. Paragraph 12 of the Access Agreement is modified by deleting the block address to "Roger Neimeyer" and adding the following block address:

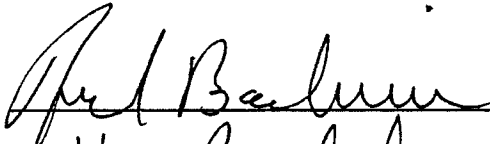
Montrose Project Manager:

Dr. David R. Hargis
Hargis + Associates, Inc.
2223 Avenida De La Playa, Suite 300
La Jolla, California 92037

All other representatives and addresses shall remain the same.

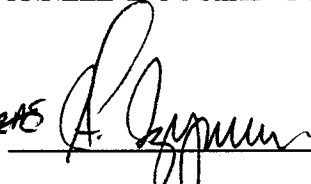
IT IS SO AGREED:

**MONTROSE CHEMICAL CORPORATION
OF CALIFORNIA**

BY: 
TITLE: Vice President

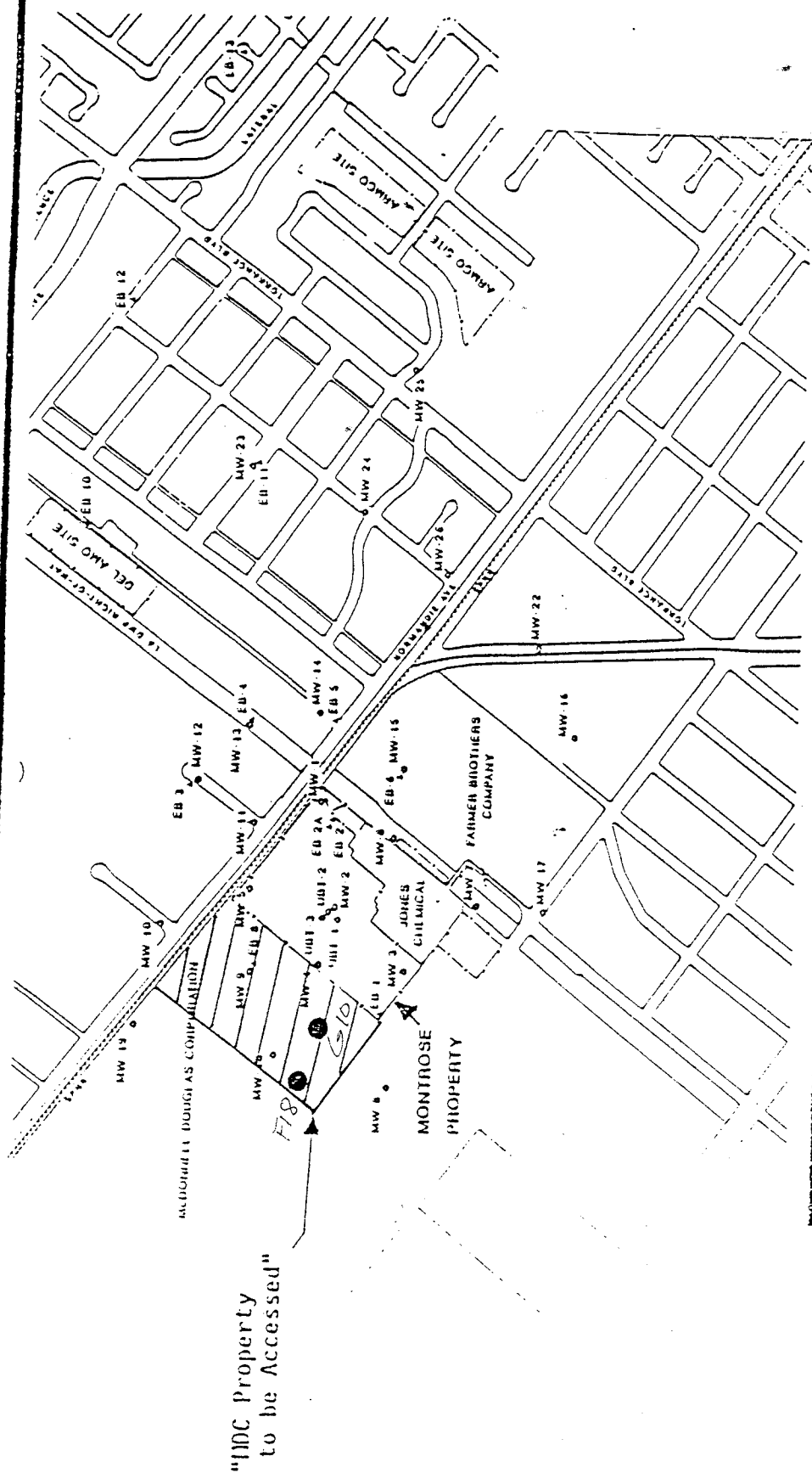
DATE: 5/12/91

MCDONNELL DOUGLAS CORPORATION

BY: 
TITLE: Deputy General Manager
PCO - Torrance

DATE: 6-24-91

EXHIBIT 1



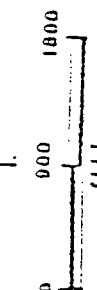
MONTROSE CHEMICAL CORPORATION
OF CALIFORNIA
TORRANCE, CALIFORNIA

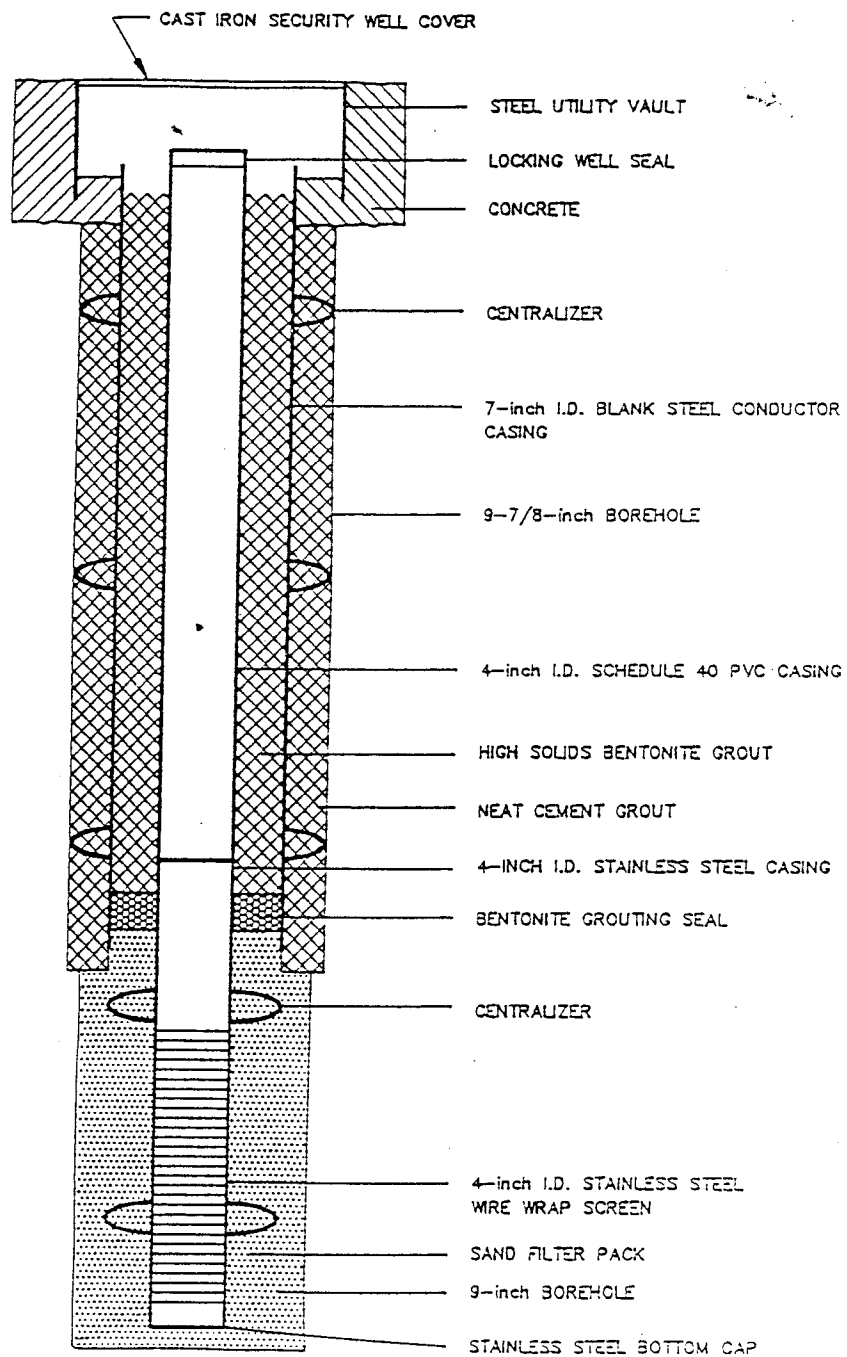
PROPOSED WELL LOCATIONS

EXPLANATION

○ PROPOSED WELL LOCATION

● EXISTING WELL LOCATION





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EXHIBIT 2
SCHEMATIC MUD ROTARY MONITOR WELL
CONSTRUCTION DIAGRAM